

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233683

WUD 125547

WUI 620976

RECORDATION NO. 10167-E
JUN 29 1979 - 12 25 PM
INTERSTATE COMMERCE COMMISSION
COUNSEL

ROSSELL L. GILPATRICK
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

CARLYLE E. MAW
L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E.C. 2

3-180A 23
JUN 29 1979

Date JUN 29 1979
Fee \$ 10.00

ICC Washington, D. C.

June 28, 1979

Railbox Company
(formerly American Rail Box Car Company)
Lease Financing Dated as of February 15, 1979
9-5/8% Conditional Sale Indebtedness Due 1997

Dear Mr. Homme:

Pursuant to 49 U.S.C. § 11303(a) and the Commission's rules and regulations thereunder, I enclose herewith on behalf of Railbox Company (formerly American Rail Box Car Company), for filing and recordation as an amendment to the filings under recordation number 10167, counterparts of the following document:

Amendment Agreement dated as of June 26, 1979, among First National Bank and Trust Company of Evanston, as trustee, Pullman Incorporated (Pullman Standard Division), Mercantile-Safe Deposit and Trust Company, as agent, and Railbox Company (formerly American Rail Box Car Company).

The names and addresses of the relevant parties to the aforementioned Amendment Agreement are as follows:

(1) Assignee-Agent:

Mercantile-Safe Deposit and Trust Company
P. O. Box 2258
Baltimore, Maryland 21201

RECEIVED
JUN 29 12 05 PM '79
FEE OPERATION DR.
I.C.C.

(2) Trustee-Owner-Trustee-Lessor:

First National Bank and Trust Company
of Evanston
800 Davis Street
Evanston, Illinois 60204

(3) Builder-Vendor:

Pullman Incorporated
(Pullman Standard Division)
200 South Michigan Avenue
Chicago, Illinois 60604

(4) Lessee:

Railbox Company (formerly
American Rail Box Car Company)
300 South Wacker Drive
Chicago, Illinois 60606

Please file and record the document referred to in this letter.

The equipment covered by the aforementioned Amendment Agreement and the documents filed under recordation number 10167 consist of the following:

To be added:

2 Pullman 50'6", 70-ton capacity general service boxcars, AAR Mechanical Designation XM, bearing identifying numbers RBOX 33553 through RBOX 33554.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
As Agent for Railbox Company (formerly
American Rail Box Car Company)

H. G. Homme, Esq., Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

AMENDMENT AGREEMENT dated as of June 26, 1979, among the FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, acting as Trustee (the "Owner-Trustee") under a Trust Agreement dated as of February 15, 1979 (as supplemented as of March 1, 1979), with J. P. Morgan Interfunding Corp., as assignee of First National Bank of Minneapolis (the "Owner"), and PULLMAN INCORPORATED (Pullman Standard Division) ("Pullman"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") acting as Agent for The Prudential Insurance Company of America (the "Investor") and RAILBOX COMPANY (formerly American Rail Box Car Company) (the "Lessee").

WHEREAS the Owner-Trustee and Pullman, ACF Industries, Incorporated, FMC Corporation and PACCAR Inc (collectively called the "Builders") have entered into a Conditional Sale Agreement dated as of February 15, 1979 (the "CSA");

WHEREAS the Builders and the Agent have entered into an Agreement and Assignment dated as of February 15, 1979 (the "CSA Assignment");

WHEREAS the CSA and the CSA Assignment were filed

with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on March 2, 1979, and were assigned recordation numbers 10167 and 10167-A, respectively;

WHEREAS the Owner-Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of February 15, 1979 (the "Lease");

WHEREAS the Owner-Trustee and the Agent have entered into an Assignment of Lease and Agreement dated as of February 15, 1979 (the "Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on March 2, 1979, and were assigned recordation numbers 10167-B and 10167-C, respectively;

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of June 10, 1979 (the "Amendment Agreement"), amending the CSA and the Lease;

WHEREAS the Amendment Agreement was filed with the Interstate Commerce Commission on June 25, 1979, and was assigned recordation number 10167-D;

WHEREAS the Lessee has advised the other parties hereto, the Investor and the Owner that the cost of the railroad equipment listed in Annex B to the CSA and Schedule A to the Lease, as amended by the Amendment Agreement, is expected to be less than the Maximum Purchase Price shown in

Item 4 of Annex A to the CSA and, as a result thereof, the parties hereto desire to add certain new railroad equipment to said Annex B and Schedule A;

WHEREAS the Owner has authorized and instructed the Owner-Trustee to execute this Amendment; and

WHEREAS the Investor has authorized and instructed the Agent to execute this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The CSA and the Lease are hereby amended to add to Annex B to the CSA and Schedule A to the Lease 2 Pullman 50'6", 70-ton capacity general service boxcars with 10' doors, AAR Mechanical Designation: XM, Builder's specification: B-3078-P, estimated unit base price \$34,170, numbered RBOX 33553 through RBOX 33554, inclusive.

2. The CSA Assignment and the Lease Assignment are hereby amended to permit the aforesaid amendment to the CSA and the Lease as though originally set forth therein.

3. The Lessee will promptly cause this Amendment Agreement to be filed in accordance with the provisions of § 15 of the Lease.

4. Except as amended hereby, the CSA, the Lease, the CSA Assignment and the Lease Assignment shall remain

unaltered and in full force and effect.

5. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

6. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST NATIONAL BANK AND TRUST
COMPANY OF EVANSTON, not in its
individual capacity, but solely
as Owner-Trustee,

by

Charles N. Hoodman
Vice President and Trust
Officer

[Corporate Seal]

Attest:

Andrew J. Plunk
Assistant Vice President
and Trust Officer

RAILBOX COMPANY (formerly American Rail Box Car Company),

by

Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

PULLMAN INCORPORATED (Pullman Standard Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent,

by

Assistant Vice President

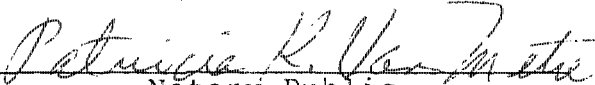
[Corporate Seal]

Attest:

Corporate Trust Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 28th day of June 1979, before me personally appeared **CHARLES N. GOODNOW**, to me personally known, who being by me duly sworn, says that he is a **VICE PRESIDENT** of FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank and that said instrument was signed and sealed on behalf of said Bank as Owner-Trustee by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free and clear deed of said Bank.


Notary Public

[Notarial Seal]

My Commission Expires 12/3/81

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this _____ day of June 1979, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of PULLMAN INCORPORATED (Pullman Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires _____

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of June 1979, before me personally appeared , to me personally known, who being by me duly sworn, says that he is Treasurer of RAILBOX COMPANY (formerly American Rail Box Car Company), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of June 1979, before me personally appeared , who being by me duly sworn, says that he is an of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires